

**MASON COUNTY
REQUEST FOR PROPOSALS
Labor/Employment Services**

Issued by Mason County Administrator
411 N. 5th St
Shelton, WA 98584

RFP INFORMATION

Contact:	Mark Neary, County Administrator
Email Addresses:	MNeary@masoncountywa.gov
Phone:	360-427-9670 ext. 530 360-490-6082
Submittal Deadline:	April 29, 2022@ 4:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE CONTACT LISTED ABOVE

Mason County
Request for Proposals (RFP)
Labor/Employment Services

Mason County is soliciting proposals for Labor/Employment Services from qualified consultants/firms/individuals beginning June 1, 2022. The County anticipates awarding one 12-month contract.

BACKGROUND

Mason County has approximately 67,000 residents and covers 1,051 square miles. The City of Shelton is the only incorporated city within Mason County. The County is governed by a three-member Board of County Commissioners and a newly appointed County Administrator. Mason County has fourteen collective bargaining contracts.

Labor and employment services, including negotiating the labor contracts, has been provided by the Human Resources Director, which is currently vacant. Legal services are provided by the Mason County Prosecuting Attorney and the WA Counties Risk Pool.

SCOPE OF SERVICES

DUTIES AND EXPECTATIONS: Provide labor and employment assistance as it relates to negotiating labor contracts to Mason County with a focus in state of Washington public sector labor law. Labor/Employment Consultant will provide opinions, consultation and coordination with staff, legal counsel and the Board of County Commissioners. Labor/Employment Consultant will provide verbal and written advice and interpretation of labor and employment law as it applies to Mason County. Such information may involve federal laws as well as state and local statutes and ordinances. Mason County reserves the right to use alternate counsel on a specific case basis.

Typical Duties (not exhaustive):

- Provides labor and employment advice and recommendations as it relates to negotiating labor contracts.
- Provides routine communication to the County's bargaining agents, as needed, to anticipate/resolve issues that arise.
- Develops collective bargaining strategy in collaboration with County staff/Commissioners.
- Acts as Chief Negotiator in collective bargaining sessions.
- Leads or co-leads management teams in collective bargaining sessions.
- Drafts, reviews and approves employee and/or labor policies and contracts.
- Represents the County in mediation.

Minimum Qualifications:

- The Labor/Employment Consultant must have a history of providing excellent representation to clients and excellent collective bargaining skills. These qualifications should be described in the submitted proposal.
- Experience with Washington public sector labor law.
- Experience with Washington State Public Employment Relations Commission (PERC).
- Knowledge of Federal and state labor laws.
- Experience with interest-based bargaining
- Familiar with grievance, mediation, arbitration processes.
- Professional liability insurance must be maintained for all acts that occur pursuant to the Contract. A Certificate of Insurance naming Mason County as Additional Insured by endorsement will be secured and submitted with the completed contract documents for approval by Mason County prior to commencement of any work under the Contract. Such insurance may not be canceled, reduced in coverage or limits, or non-renewed except after thirty (30) days written notice has been given to Mason County. Insurance coverage shall be with reliable companies authorized to do business in the State of Washington.

Desired Qualifications:

- Experience with the following union groups: Teamsters, AFSCME, IWA
- Experience with classification and compensation

INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

By submitting a proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this RFP. Failure to include any of requested information and properly completed forms and documents may be cause for immediate rejection of the proposal.

- Proposals will be received by Mason County until the date and time indicated. Mason County reserves the right to accept or reject any and all submitted proposals, or any item or part thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award in whole or in part to the most responsive and responsible Proposer, whichever is in the best interest of Mason County.
- All proposals and submissions become the property of Mason County.
- Mason County may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.
- Proposers must be fully insured and licensed to conduct business in the State of Washington.
- Mason County reserves the right to alter the Anticipated Schedule. This includes extending the Proposal Due Date, by addendum, at any time prior to the announced due date or in the event only a single proposal or no bids are received.
- Any proposal may be withdrawn, upon written request of the Proposer, at any time prior to the set Proposal Due Date and time. No proposal may be withdrawn after this date and time unless the award is delayed for a period exceeding sixty (60) days.

- Except as otherwise provided for herein, proposals that are incomplete or that are conditioned in any way or contain erasures, alterations, or items not called for in the Proposal or that are not in conformance with the law, may be rejected as non-responsive.
- Mason County reserves the right to make award within sixty (60) calendar days from the date of Proposal closing. Should award, in whole or part, be delayed beyond the period of sixty (60) days, such award shall be conditioned upon Proposer's acceptance.
- Submitted proposals shall be conclusive evidence to Mason County that the Proposer has thoroughly examined and understands all requirements of the Proposal and the work to complete the Contract. No claim for additional compensation shall be allowed that is based upon a lack of knowledge of any proposal document.
- Mason County will not be liable for any costs incurred by respondents in replying to this solicitation.

Communications with Mason County:

- Proposers who seek to obtain information, clarification, or interpretations from contacts other than the Mason County Administrator are advised that such material is used at the Proposer's own risk, and Mason County shall not be bound by any such representations and such action may result in rejection of the Proposal.

Proposal Contents:

- Proposals must be received on Exhibit A attached herein, including required forms and additional information attached as desired. (Please be sure to reference the part or subpart to which you are referring.)
- Proposals must be prepared simply and economically, with emphasis placed on completeness and clarity of content. A straight-forward, concise description of your firm's capabilities to satisfy the requirements of the request should specifically address the Evaluation Criteria listed within this RFP.
- Extraneous presentation materials such as elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, etc. are neither necessary nor desired.
- Signed proposals may be emailed to MNeary@masoncountywa.gov.
- Proposals must be received at the Mason County Administrator's office no later than 4:00 p.m. PST Friday, April 29, 2022.

Submission Requirements. Written proposals must encompass the following sections:

- History of the firm.
- Statement of types and scope of services performed by your firm and how they relate to the duties and qualifications required of this RFP
- Statement of recent labor negotiations (within the last two years) that were represented by your firm and the outcome.
- A list of references, other than Mason County, knowledgeable of your firm's municipal related work and/or labor and employment work. Please include telephone numbers and addresses.
- List of personnel, with resume, who would be assigned to the Contract.
- Statement of your COMPLETE fee schedule. Hourly rates would include all overhead, indirect costs, travel and any other miscellaneous expenses.
- Availability for timely responses to Mason County requests.
- Forms (attached exhibits).

Proposals as Public Records:

- Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.17, Mason County will regard submittals as public records, which will be available for public inspection and/or copying after a contract is awarded with the selected company, regardless of any markings or notices contained in the submittal documents. Information will not be released by Mason County prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

METHOD OF PROCUREMENT

- The contract(s) will be awarded to the Proposer whose proposal will be the most advantageous to Mason County in terms of the Evaluation Criteria stated below.
- Mason County will consider all the material submitted by the Proposer and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type, including but not limited to:
 - a) That it is skilled and regularly engaged in the general class or type of work called for under the Contract.
 - b) That it has the requisite experience and ability, sufficient capital, facilities, and personnel to enable it to prosecute the work properly and successfully and to complete it within the time stated in its proposal.
 - c) That it has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and at comparable rates of progress.
- Failure to Execute Contract: Should the awarded Contractor fail to execute a contract within the terms and conditions herein, Mason County may withdraw the award and contact the next highest Proposer for award recommendation. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from Mason County's Bid List for any future contracting opportunities.

EVALUATION CRITERIA (listed in order of importance)

1. Qualifications, experience, and education in labor/employment specialties of personnel assigned to work the contract.
2. Qualifications, experience, and reputation of company for satisfactory work judgment, integrity, and reliability.
3. Knowledge of federal laws, state laws, and local ordinances relating to employment and labor law.
4. Cost of services.
5. Experience working with clients similar in size and/or structure to Mason County.
6. Understanding of regional labor conditions within NW Washington and other local county jurisdictions.
7. Workload and size of company in relation to work required by Mason County.
8. Responsiveness and overall ability to meet Mason County's needs.
9. Demonstrated knowledge of State laws relating to municipal corporations, particularly counties.

**EXHIBIT A
PROPOSAL FORM**

PART 1 – INSTRUCTIONS

This section, EXHIBIT A, will be your Proposal.

ANSWER EACH PART DIRECTLY ON THIS FORM IN THE SPACES PROVIDED. (Documents may be attached as needed.) Do not leave an item blank or your proposal may be considered non-responsive. Mark spaces that do not apply to your firm with the initials N/A (Not Applicable). If including attachments, please keep responses limited to 200 words or less (approx. one page).

NOTE: Electronic versions of this form must be signed before submittal

PART 2 - ADMINISTRATIVE INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other): _____

Name & Title of person preparing proposal: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone including Area Code: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

Disadvantaged Business Enterprise (DBE) or MBE Certification Number: _____

Exhibit A

PART 3 - INSURANCE COMPANY

Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident for all activities of the CONSULTANT arising out of or in connection with Work to be performed under this Agreement. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent CONSULTANTS, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The COUNTY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the COUNTY using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Other Insurance Provision. The CONSULTANT's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the COUNTY shall be excess of the CONSULTANT's insurance and shall not contribute with it.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. (COUNTY accepts Farmers Insurance and Hiscox)
5. Verification of Coverage. CONSULTANT shall furnish the COUNTY with a copy of original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.
6. Notice of Cancellation. The CONSULTANT shall provide the COUNTY and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
7. Failure to Maintain Insurance. Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the COUNTY may, after giving five business days' notice to the CONSULTANT to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the COUNTY on demand, or at the sole discretion of the COUNTY, offset against funds due the CONSULTANT from the COUNTY.

8. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

EXHIBIT A

PART 4 - REFERENCES

By completing this section you give Mason County permission to contact the following references in regards to prior job performance.

Three references are required. Do not list Mason County as a reference.

Each reference must include:

- Company Name
- Contact Name
- Type and duration of service performed
- Address
- Phone/Fax
- Email

You may list references here or attach as a document and label Exhibit A, Part 4.

EXHIBIT A

PART 5 - QUESTIONNAIRE

5.1 History

Provide a brief historical background of your company. Include the physical location of your company(s) closest to Shelton, WA.

5.2 Services

List the types of services or specialties performed by your company and describe how well these services relate to the Scope of Work required of this solicitation. Include experience with other municipal corporations similar in size or structure to Mason County and how the company proposes to provide the required labor employment services.

5.3 Qualifications

Describe the ability, capacity, and skills possessed for providing labor employment services.

5.4 Assigned Personnel

Submit resumes for the individual(s) particularly suited for working with Mason County under this Contract. If your company is a small business or sole proprietorship, you must still include a brief biographical summary of key staff, even if that consists solely of yourself. Explain how Mason County will be served by this relationship.

5.5 Response Time

Describe your current work load and how many hours a week you spend on your present work load. What would a typical response time be for requests from Mason County and how you will integrate new cases into your existing work load? What, if any, adjustments will be made?

PART 6 - FEE SCHEDULE

Proposers must price the term of the Contract with firm, fixed hourly rates. The fee schedule must include a description of service and items included in the hourly rate.

Please attach your fee schedule document and label as Exhibit A, Part 6.

EXHIBIT B
AFFIDAVIT CONCERNING NON-COLLUSION, SEGREGATED FACILITIES, AND OTHER ASSURANCES

I/WE CERTIFY:

THAT to the best of my/our knowledge and belief, the Scope of Work and Instructions to Proposers and General Provisions for Mason County have been examined and read.

THAT the Proposer thoroughly understands:

- The procedure and instructions of this Request for Proposals
- The work embraced under this Contract
- The terms and conditions of the resulting contract
- The criteria upon which our Proposal will be evaluated
- That I/we have the legal authority to commit this agency to a contractual agreement
- That our submitted Proposal will become part of the public record
- That final funding for any project is based upon budget amounts approved by Mason County.

THAT all foregoing statements are true and correct and include all material information necessary to identify and explain the operation of (Name of Proposer), as well as the ownership thereof. Further, the undersigned agrees to provide Mason County complete and accurate information regarding actual work performed on Mason County projects; the payment thereof and proposed changes, if any, of the foregoing arrangements; and to permit the audit and examination of books, records and files of the named Proposer. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal and State laws concerning false statements. The Proposer further agrees to abide by the conditions and terms set forth in the proposal documents.

THAT in connection with this Proposal the prices and/or cost data have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest of or on behalf of any person not therein named; and further states that the said Proposer has not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Proposer has not in any manner sought by collusion to secure to him/herself an advantage over any other proposers

THAT the Proposer or their firm does not and will not maintain nor provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity and Civil Rights clause in any contract resulting from acceptance of this Proposal. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom,

EXHIBIT B
AFFIDAVIT CONCERNING NON-COLLUSION, SEGREGATED FACILITIES, AND OTHER ASSURANCES

or otherwise. Note: The penalty for making false statements in proposal is described in 18 U.S.C. 1001.

Authorized Signature_____

Date_____

Printed Name & Title_____

Company Name_____

EXHIBIT C
AFFIDAVIT CONCERNING CONFLICT OF INTEREST AND ANTI-KICKBACKS

In regards to any to performance of work or the provision of services or materials under a contract resulting from this Proposal the undersigned, being first duly sworn on oath, states on behalf of the Proposer:

A. Conflict of Interest

1. That no officer, employee, Board member, agent of Mason County, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Proposer or any of its agents, employees or representatives, to any official, member or employee of Mason County or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the awarding or performance of the resultant Contract.
2. That the Proposer has thereby covenanted, and by this Affidavit does again covenant and assure, that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under such a Contract and that it shall not employ any person or agent having such interest. In the event that the Proposer, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Mason County and take immediate action to eliminate the conflict or to withdraw from said Contract, as Mason County may require.

B. Contingent Fees and Gratuities

1. That no person or selling agency, except bona fide employees or designated agents or representatives of the Proposer, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Mason County or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Authorized Signature _____

Date _____

Printed Name & Title _____

Company Name _____

EXHIBIT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS PRIMARY COVERED TRANSACTIONS

The Proposer, _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, State or local) terminated for cause or default.

[If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.]

THE PROPOSER, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, ET SEQ. ARE APPLICABLE THERETO.

Authorized Signature _____

Date _____

Printed Name & Title _____

Company Name _____